

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ELISABETH DISCHEL,

Plaintiff,

v.

STANDARD INSURANCE COMPANY,

Defendant.

Case No. 2:21-cv-01398-TSZ

STANDARD INSURANCE
COMPANY'S ANSWER TO
COMPLAINT FOR VIOLATION OF
WASHINGTON'S INSURANCE FAIR
CONDUCT ACT; VIOLATION OF
WASHINGTON'S CONSUMER
PROTECTION ACT; TORTIOUS BAD
FAITH HANDLING OF INSURANCE
CLAIM; AND BREACH OF
CONTRACT

COMES NOW defendant Standard Insurance Company ("Standard") and hereby Answers plaintiff's Complaint for Violation of Washington's Insurance Fair Conduct Act; Violation of Washington's Consumer Protection Act; Tortious Bad Faith Handling of Insurance Claim; and Breach of Contract ("Complaint") as follows:

1. Answering paragraph I. of plaintiff's Complaint, Standard denies the allegations.
2. Answering paragraph 2.1 of plaintiff's Complaint, Standard denies that the King County Superior Court has any jurisdiction. The matter has been removed to Federal Court.
3. Answering paragraph 2.2 of plaintiff's Complaint, Standard denies that the King County Superior Court is a proper venue. The matter has been removed to Federal Court.
4. Answering paragraph 3.1 of plaintiff's Complaint, Standard admits that plaintiff is an adult. Standard lacks sufficient information as to the balance of the allegations and,

DEFENDANT STANDARD INSURANCE COMPANY'S
ANSWER TO COMPLAINT - 1
CASE NO. 2:21-CV-01398-TSZ

JENSEN MORSE BAKER PLLC
1809 SEVENTH AVENUE, SUITE 410
SEATTLE, WA 98101
PHONE: 206.682.1644

1 therefore, denies the same.

2 5. Answering paragraph 3.2 of plaintiff's Complaint, Standard admits the
3 allegations.

4 6. Answering paragraph 4.1 of plaintiff's Complaint, Standard admits the
5 allegations.

6 7. Answering paragraph 4.2 of plaintiff's Complaint, Standard asserts that plaintiff
7 has set forth legal conclusions to which no responsive pleading is required. In any event,
8 Standard admits the allegations.

9 8. Answering paragraph 4.3 of plaintiff's Complaint, Standard admits that it issued
10 Protector Platinum Insurance Policy No. 00CC371800 ("Policy") to Elisabeth Dischel in 2014.
11 The Policy speaks for itself. Standard denies the balance of the allegations.

12 9. Answering paragraph 4.4 of plaintiff's Complaint, Standard lacks sufficient
13 information and, therefore, denies the allegations.

14 10. Answering paragraph 4.5 of plaintiff's Complaint, Standard asserts that the Policy
15 speaks for itself. To the extent that the allegations purport to characterize, quote from, or interpret
16 the Policy, Standard denies the allegations. Standard further denies the balance of the allegations.

17 11. Answering paragraph 4.6 of plaintiff's Complaint, Standard asserts that the Policy
18 speaks for itself. To the extent that the allegations purport to characterize, quote from, or interpret
19 the Policy, Standard denies the allegations. Standard further denies the balance of the allegations.

20 12. Answering paragraph 4.7 of plaintiff's Complaint, Standard asserts that the Policy
21 speaks for itself. To the extent that the allegations purport to characterize, quote from, or interpret
22 the Policy, Standard denies the allegations. Standard further denies the balance of the allegations.

23 13. Answering paragraph 4.8 of plaintiff's Complaint, Standard asserts that the Policy
24 speaks for itself. To the extent that the allegations purport to characterize, quote from, or interpret
25 the Policy, Standard denies the allegations. Standard further denies the balance of the allegations.

26 14. Answering paragraph 4.9 of plaintiff's Complaint, Standard asserts that the Policy
27 speaks for itself. To the extent that the allegations purport to characterize, quote from, or interpret

1 the Policy, Standard denies the allegations. Standard further denies the balance of the allegations.

2 15. Answering paragraph 4.10 of plaintiff's Complaint, Standard asserts that the
3 Policy speaks for itself. To the extent that the allegations purport to characterize, quote from, or
4 interpret the Policy, Standard denies the allegations. Standard further denies the balance of the
5 allegations.

6 16. Answering paragraph 4.11 of plaintiff's Complaint, Standard asserts that the
7 Policy speaks for itself. To the extent that the allegations purport to characterize, quote from, or
8 interpret the Policy, Standard denies the allegations. Standard further denies the balance of the
9 allegations.

10 17. Answering paragraph 4.12 of plaintiff's Complaint, Standard denies the
11 allegations.

12 18. Answering paragraph 4.13 of plaintiff's Complaint, Standard denies the
13 allegations.

14 19. Answering paragraph 4.14 of plaintiff's Complaint, Standard admits that plaintiff
15 made a claim for disability benefits under the Policy. Standard denies the balance of the
16 allegations, if any.

17 20. Answering paragraph 4.15 of plaintiff's Complaint, Standard admits that it issued
18 a letter dated September 30, 2020. Standard further admits that plaintiff's claim for disability
19 benefits under the Policy was denied. The referenced letter speaks for itself. Standard denies
20 the balance of the allegations, if any.

21 21. Answering paragraph 4.16 of plaintiff's Complaint, Standard admits that it issued
22 a letter dated September 30, 2020. Standard further admits that it advised plaintiff that she could
23 request a review. The referenced letter speaks for itself. Standard denies the balance of the
24 allegations, if any.

25 22. Answering paragraph 4.17 of plaintiff's Complaint, Standard admits that plaintiff
26 requested a review. Standard denies the balance of the allegations.

27 23. Answering paragraph 4.18 of plaintiff's Complaint, Standard admits that it issued

1 a letter dated March 17, 2021. Standard further admits that the decision to deny plaintiff's claim
2 was upheld. The referenced letter speaks for itself. Standard denies the balance of the
3 allegations, if any.

4 24. Answering paragraph 4.19 of plaintiff's Complaint, Standard denies the
5 allegations.

6 25. Answering paragraph 4.20 of plaintiff's Complaint, Standard denies the
7 allegations.

8 26. Answering paragraph 4.21 of plaintiff's Complaint, Standard denies the
9 allegations.

10 27. Answering paragraph 4.22 of plaintiff's Complaint, Standard denies the
11 allegations.

12 28. Answering paragraph 4.23 of plaintiff's Complaint, Standard asserts that plaintiff
13 has set forth legal conclusions to which no responsive pleading is required. In any event,
14 Standard denies the allegations.

15 29. Answering paragraph 4.24 of plaintiff's Complaint, Standard asserts that plaintiff
16 has set forth legal conclusions to which no responsive pleading is required. In any event,
17 Standard denies the allegations. That said, Standard did fairly evaluate plaintiff's claim.

18 30. Answering paragraph 4.25 of plaintiff's Complaint, Standard asserts that plaintiff
19 has set forth legal conclusions to which no responsive pleading is required. In any event,
20 Standard denies the allegations. That said, Standard did act promptly, fairly, and equitably with
21 respect to plaintiff and her claim.

22 31. Answering paragraph 4.26 of plaintiff's Complaint, Standard asserts that plaintiff
23 has set forth legal conclusions to which no responsive pleading is required. In any event,
24 Standard denies the allegations. That said, Standard did act in good faith at all times.

25 32. Answering paragraph 4.27 of plaintiff's Complaint, Standard denies the
26 allegations.

27 33. Answering paragraph 4.28 of plaintiff's Complaint, Standard denies the

1 allegations.

2 34. Answering paragraph 4.29 of plaintiff's Complaint, Standard denies the
3 allegations.

4 35. Answering paragraph 4.30 of plaintiff's Complaint, Standard denies the
5 allegations.

6 36. Answering paragraph 4.31 of plaintiff's Complaint, Standard denies the
7 allegations.

8 37. Answering paragraph 4.32 of plaintiff's Complaint, Standard denies the
9 allegations.

10 38. Answering paragraph 4.33 of plaintiff's Complaint, Standard denies the
11 allegations.

12 39. Answering paragraph 4.34 of plaintiff's Complaint, Standard denies the
13 allegations.

14 40. Answering paragraph 4.35 of plaintiff's Complaint, Standard denies the
15 allegations.

16 41. Answering paragraph 4.36 of plaintiff's Complaint, Standard denies the
17 allegations.

18 42. Answering paragraph 4.37 of plaintiff's Complaint, Standard denies the
19 allegations.

20 43. Answering paragraph 4.38 of plaintiff's Complaint, Standard denies the
21 allegations.

22 44. Answering paragraph 4.39 of plaintiff's Complaint, Standard denies the
23 allegations.

24 45. Answering paragraph 4.40 of plaintiff's Complaint, Standard denies the
25 allegations.

26 46. Answering paragraph 4.41 of plaintiff's Complaint, Standard denies the
27 allegations.

1 47. Answering paragraph 4.42 of plaintiff's Complaint, Standard denies the
2 allegations.

3 48. Answering paragraph 4.43 of plaintiff's Complaint, Standard denies the
4 allegations.

5 49. Answering paragraph 4.44 of plaintiff's Complaint, Standard denies the
6 allegations.

7 50. Answering paragraph 4.45 of plaintiff's Complaint, Standard denies the
8 allegations.

9 51. Answering paragraph 4.46 of plaintiff's Complaint, Standard asserts that plaintiff
10 has set forth legal conclusions to which no responsive pleading is required. In any event,
11 Standard denies the allegations.

12 52. Answering paragraph 4.47 of plaintiff's Complaint, Standard denies the
13 allegations.

14 53. Answering paragraph 4.48 of plaintiff's Complaint, Standard asserts that plaintiff
15 has set forth legal conclusions to which no responsive pleading is required. In any event,
16 Standard denies the allegations.

17 54. Answering paragraph 5.1.1 of plaintiff's Complaint, Standard re-alleges its
18 responses to paragraphs I. through 4.48.

19 55. Answering paragraph 5.1.2 of plaintiff's Complaint, Standard asserts that plaintiff
20 has set forth legal conclusions to which no responsive pleading is required. In any event,
21 Standard denies the allegations.

22 56. Answering paragraph 5.1.3 of plaintiff's Complaint, Standard denies the
23 allegations.

24 57. Answering paragraph 5.1.4 of plaintiff's Complaint, Standard denies the
25 allegations.

26 58. Answering paragraph 5.1.5 of plaintiff's Complaint, Standard denies the
27 allegations.

1 59. Answering paragraph 5.1.6 of plaintiff's Complaint, Standard denies the
2 allegations.

3 60. Answering paragraph 5.1.7 of plaintiff's Complaint, Standard denies the
4 allegations.

5 61. Answering paragraph 5.1.8 of plaintiff's Complaint, Standard denies the
6 allegations.

7 62. Answering paragraph 5.1.9 of plaintiff's Complaint, Standard asserts that plaintiff
8 has set forth legal conclusions to which no responsive pleading is required. In any event,
9 Standard denies the allegations.

10 63. Answering paragraph 5.2.1 of plaintiff's Complaint, Standard re-alleges its
11 responses to paragraphs I. through 5.1.9.

12 64. Answering paragraph 5.2.2 of plaintiff's Complaint, Standard denies the
13 allegations.

14 65. Answering paragraph 5.2.3 of plaintiff's Complaint, Standard denies the
15 allegations.

16 66. Answering paragraph 5.2.4 of plaintiff's Complaint, Standard denies the
17 allegations.

18 67. Answering paragraph 5.2.5 of plaintiff's Complaint, Standard denies the
19 allegations.

20 68. Answering paragraph 5.2.6 of plaintiff's Complaint, Standard denies the
21 allegations.

22 69. Answering paragraph 5.2.7 of plaintiff's Complaint, Standard denies the
23 allegations.

24 70. Answering paragraph 5.2.8 of plaintiff's Complaint, Standard denies the
25 allegations.

26 71. Answering paragraph 5.3.1 of plaintiff's Complaint, Standard re-alleges its
27 responses to paragraphs I. through 5.2.8.

1 72. Answering paragraph 5.3.2 of plaintiff's Complaint, Standard asserts that plaintiff
2 has set forth legal conclusions to which no responsive pleading is required. In any event,
3 Standard denies the allegations. That said, Standard did act in good faith and did act fairly.

4 73. Answering paragraph 5.3.3 of plaintiff's Complaint, Standard asserts that plaintiff
5 has set forth legal conclusions to which no responsive pleading is required. In any event,
6 Standard denies the allegations. That said, Standard did act in good faith and did act fairly.
7 Standard acted appropriately at all times.

8 74. Answering paragraph 5.3.4 of plaintiff's Complaint, Standard denies the
9 allegations.

10 75. Answering paragraph 5.3.5 of plaintiff's Complaint, Standard denies the
11 allegations.

12 76. Answering paragraph 5.3.6 of plaintiff's Complaint, Standard denies the
13 allegations.

14 77. Answering paragraph 5.4.1 of plaintiff's Complaint, Standard re-alleges its
15 responses to paragraphs I. through 5.3.6.

16 78. Answering paragraph 5.4.2 of plaintiff's Complaint, Standard admits that it issued
17 the Policy to plaintiff. The Policy speaks for itself. Standard denies the balance of the
18 allegations.

19 79. Answering paragraph 5.4.3 of plaintiff's Complaint, Standard denies the
20 allegations.

21 80. Answering paragraph 5.4.4 of plaintiff's Complaint, Standard asserts that plaintiff
22 has set forth legal conclusions to which no responsive pleading is required. In any event,
23 Standard denies the allegations.

24 81. Answering paragraph 5.4.5 of plaintiff's Complaint, Standard denies the
25 allegations.

26 82. Answering paragraph 5.4.6 of plaintiff's Complaint, Standard denies the
27 allegations.

1 83. Answering paragraph 5.4.7 of plaintiff's Complaint, Standard denies the
2 allegations.

3 84. Standard denies that plaintiff is entitled to the relief requested in her Prayer For
4 Relief, including paragraphs 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, and
5 6.14 of plaintiff's Complaint, and further denies any factual allegations contained therein.

6 85. Any allegations in the Complaint that are not expressly admitted above are hereby
7 denied.

8 **AFFIRMATIVE DEFENSES**

9 BY WAY OF AFFIRMATIVE DEFENSES, Standard alleges as follows:

10 1. Plaintiff's Complaint, or some of the allegations in it, fails to state a claim upon
11 which relief can be granted.

12 2. Plaintiff's claims are barred, either in whole or in part, by virtue of the various
13 provisions, exclusions, definitions, terms, conditions, endorsements and limitations of the Policy.
14 A copy of the Policy is incorporated by reference as if fully set forth herein. Standard reserves
15 the right to rely upon any and all provisions and terms of the Policy in its defense of this matter.

16 3. Plaintiff has failed to provide Standard with information that plaintiff is or was
17 qualified for benefits under the Policy; therefore, plaintiff's Complaint should be dismissed.

18 4. Plaintiff has failed to satisfy all conditions precedent and conditions subsequent
19 to receiving benefits under the Policy, requiring dismissal of her claims.

20 5. Any determinations made by Standard with respect to plaintiff's claims were
21 made in accordance with the terms and conditions of the Policy; Standard acted reasonably and
22 in good faith.

23 6. Plaintiff's claims are barred, in whole or in part, to the extent the proximate cause
24 of the damages, if any, sustained by plaintiff was the negligence, fault, acts or omissions of
25 entities other than Standard.
26
27

1 7. Plaintiff's claims and/or damages are barred or reduced, in whole or in part, due
2 to plaintiff's contributory or comparative fault, and/or her negligent or intentional misconduct,
3 and/or her breach of contract, and/or her failure to provide appropriate information, and/or her
4 lack of good faith. Such conduct bars plaintiff's claims or reduces plaintiff's claims in an amount
5 to be determined at the time of trial.

6 8. Plaintiff has failed to mitigate, minimize, or avoid some or all of the damages
7 referenced in the complaint.

8 9. Standard is entitled to an apportionment of fault. RCW 4.22, *et seq.*, applies to
9 this case including, but not limited to, RCW 4.22.070.

10 10. To the extent plaintiff is deemed entitled to recover benefits, and without
11 admitting that plaintiff is entitled to recover benefits under the Policy, such immediate
12 entitlement does not mean that plaintiff has an entitlement to unlimited future benefits given,
13 *inter alia*, her recovery from any allegedly disabling conditions, as well as the effect of different
14 Policy requirements, exclusions or limitations. The Policy does not permit or provide for payment
15 of accelerated or future benefits.

16 11. Plaintiff's claims, in whole or in part, are barred by the doctrines of waiver, laches,
17 estoppel, unclean hands, mootness, ripeness, and other equitable defenses.

18 12. Standard specifically reserves the right to amend its answer by way of adding
19 additional affirmative defenses, counterclaims, cross-claims and/or by instituting third-party
20 actions.

21 **STANDARD'S PRAYER FOR RELIEF**

22 WHEREFORE, having answered plaintiff's Complaint and having asserted affirmative
23 defenses, Standard prays for judgment as follows:

- 24 1. For dismissal of plaintiff's Complaint with prejudice;
- 25 2. For Standard's costs, disbursements, and attorneys' fees in an amount to be
26 determined at the time of trial; and
27

DATED: October 19, 2021

By s/ Steven D. Jensen

1809 Seventh Avenue, Suite 410
Seattle, WA 98101
Telephone: (206) 682-1644
Facsimile: (206) 682-1496
Attorneys for Defendant Standard Insurance
Company

CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, the undersigned certifies under penalty of perjury under the laws of the State of Washington, that on the 19th day of October, 2021, the document attached hereto was delivered to the below counsel in the manner indicated.

Mel Crawford, WSBA No. 22930
Law Office of Mel Crawford
9425 35th Avenue NE; Suite C
Seattle, WA 98115
Tel: 206.694.1614
melcrawford@melcrawfordlaw.com

- ☒ by CM/ECF
- ☒ by Electronic Mail
- ☐ by Facsimile Transmission
- ☐ by First Class Mail
- ☐ by Hand Delivery
- ☐ by Overnight Delivery

DATED this 19th day of October, 2021.

By s/ Steven D. Jensen
Steven D. Jensen